



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: Industrial & Specialty Gases

CONTRACT #: 0615-05

CONTRACT DATES: 8/1/05-7/31/08

BUYER: John Burke
PHONE: 585/753-3222
FAX: 585/753-1104

VENDOR(S): Jackson Welding Supply
535 Buffalo Rd
Rochester, NY 14611

ph: 585-235-2920

TERMS AND CONDITIONS

<u>BID ITEM:</u>	INDUSTRIAL AND SPECIALTY GASES
<u>FOR:</u>	VARIOUS MONROE COUNTY AGENCIES
<u>DUPLICATE COPIES:</u>	PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.
<u>BID INFORMATION:</u>	At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.
<u>SUBMITTAL OF FORMAL PROPOSAL:</u>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. COPIES AND FACSIMILES ARE NOT ACCEPTABLE.</p> <p>All bidders must submit proof that they have obtained the required Worker's Compensation and disability benefits coverage or proof that they are exempt.</p>
<u>SPECIFICATION ALTERATIONS:</u>	Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. Only formal written addenda can materially alter this set of specifications. No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
<u>QUANTITIES:</u>	The quantities listed on are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. <u>Estimates are based upon actual annual usage for 2004 by County departments only.</u>
<u>BRAND REFERENCE:</u>	References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.
<u>QUALIFIED BIDDER:</u>	Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform. Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**METHOD OF
AWARD:**

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. Bidder must bid on all items to be considered. **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **July 31, 2006**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **two (2) days** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or his authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

UNCONTEMPLATED

Monroe County reserves the right to request separate bids for such quantities

<u>PURCHASES:</u>	of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.
<u>SUBCONTRACT:</u>	The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.
<u>RELATED ITEMS:</u>	The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or his Designee.
<u>REPORT OF PURCHASE:</u>	The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.
<u>OTHER AGENCIES:</u>	The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.
<u>DAMAGES:</u>	Any damages found to be the direct result of the Contractor's performance of services under this contract will be the responsibility of the Contractor.
<u>RENTAL:</u>	Cylinder rental charges must be based on the actual inventory of cylinders in the possession of each ordering department on the last business day of each month. Empty tanks, which are not to be refilled, must be picked up within five (5) business days of the request by County personnel to pick up. Once the pick-up request has been made, the County will <u>not</u> incur any additional rental charges.

SPECIAL
INSTRUCTIONS ON
INDUSTRIAL GASES:

The Contractor must assume full responsibility for insuring that any area in which cylinders are left for storage on County property is in compliance with OSHA standards, fire codes and other applicable laws. The County will provide assistance in locating an acceptable storage area on County property. However, the County will not be responsible for any costs to build, maintain or remove a facility in the chosen area. The Contractor further must provide and maintain General Liability insurance in a minimum amount of one million dollars (1,000,000.00) to cover property damages or personal injury resulting from the transportation, storage and use of the Contractor's cylinders ordered under this contract.

If the Contractor is located within a fifteen (15) mile radius of the center of the City of Rochester and can provide for pick up of gases by the County field crews as needed, the storage area requirements will be waived.

EXCEPTION:

ANY EXCEPTION TO THIS BID MUST BE IN WRITING AND ATTACHED TO THE PROPOSAL SHEET.

IF A BIDDER TAKES EXCEPTION TO TANK SIZES BECAUSE THEY DIFFER MODERATELY FROM THOSE IN HIS OWN PRODUCT LINE, HE SHOULD SUBSTITUTE HIS OWN TANK SIZE UNDER THE COLUMN ENTITLED "PRODUCT OFFERED". MINOR CHANGES IN TAKE SIZES WILL NOT AFFECT SUITABILITY OF THE PRODUCT FOR AWARD PURPOSES OR FOR DEPARTMENTAL USE.

IN ALL CASES BIDDERS MUST SUPPLY THEIR PROPOSED CYLINDER SIZE, PRODUCT OR PART NUMBER AND COST PER CYLINDER.

WAGE RATES:

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at www.labor.state.ny.us.

SECURITIES AND
INSURANCE:

Any Certificates of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 pm, on that day.

COMPLIANCE WITH
THE LAW:

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this

Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

Terms & Conditions-Term Contract-Commodity-Single Award.doc (8/03)

INDUSTRIAL & SPECIALTY GASES**UNIT PRICE SHEET****SPECIALTY GASES-GROUP A**

<u>DESCRIPTION</u>		<u>PRODUCT OFFERED</u> <u>INCLUDE CYL SIZE/PART#)</u>		<u>UNIT PRICE</u>
1.	Monthly Cylinder Rental for Specialty Gas Cylinder			\$4.41
2.	Delivery Charge for Specialty Gases			\$5.25
3.	Delivery Charge (Inside) for Specialty Gases			\$6.30
4.	Hazardous Material Charge for Gases Requiring MSDS			\$1.16
5.	Acetylene, Pre-Pure, 99.6% in Acetone, 330 CF	M32011	330 cu ft.	\$95.61
6.	Medical Breathing Air (compressed air) T, Al	CAT	311 cu ft.	\$11.03
7.	Air, Zero, <8 PPM moisture, -80 deg. F Dew pt., 311CF	M32070	280 cu ft.	\$36.13
8.	Air, Dry Grade, size 1L, 311 CF	M32030	280 cu ft.	\$23.28
9.	Argon, Pre-Purified 99.998%, 336 CF	M32200	331 cu ft.	\$31.84
10.	Hydrogen, 99.999%, 261 CF	M33505	258 cu ft.	\$30.87
11.	Hydrogen, 99.99%, 261 CF	M33535	258 cu ft.	\$28.17
12.	Nitrogen, 99.995%, 117 CF	NITS	142 cu ft.	\$3.57
13.	Nitrogen, 99.998%, Pre-Purified, 304 CF	M34400	300 cu ft.	\$17.64
14.	Nitrogen, Ultra High Purity, 1L, 304 CF	M34380	300 cu ft.	\$20.95
15.	Nitrous Oxide, 99.9%, CP, 487 CF	M34636	60 lb.	\$76.56
16.	Nitrous Oxide, Size M, Medical Grade, 218 CF	P34611	122 cu ft.	\$49.61
17.	Oxygen, Size E, Medical Grade, 24 CF	OXYEM	23 cu ft.	\$2.26
18.	Oxygen, Size M, Medical Grade, 125 CF	OXYSM	154 cu ft.	\$3.83
19.	Oxygen, Medical Grade, 154 CF	OXYSM	154 cu ft.	\$3.65
20.	Helium, High Purity, 99.995%, 291 CF	M33360	288 cu ft.	\$50.72
21.	Helium, Zero, 1L, 99.998%, THC <0.5 PPM, 291 CF	M33400	288 cu ft.	\$52.92
22.	Carbon Dioxide, 99.8%, with Siphon Tube, 50 LB.	C0250L	50 lb.	\$8.31
23.	Oxygen 49%/Nitrogen, Oxygen in Nitrogen, 304 CF	M37613	300 cu ft.	\$117.59
24.	Argon 95%/Methane 5%. P-5 Mix, 1L, 307 CF	M38520	307 cu ft.	\$58.80
25.	Carbon Monoxide, 2 CP, 99.5%, 66 CF	M32610	66 cu ft.	\$143.93
26.	Propane/Air Mix, 1R, EPA-1, 160 PPM Propane, 140 CF	M37731	140 cu ft.	\$176.40
27.	Oxygen 20%/Nitrogen 80%, 1R EPA-1 Protocol Mix, 140 CF	M38402	140 cu ft.	\$176.40
28.	Oxygen .5-2%/Nitrogen, 1R, EPA-1 Protocol Mix, 140 CF	M38402	140 cu ft.	\$176.40
29.	Oxygen 10%/Propane/Nitrogen, 1R, EPA-1 Protocol Mix, 140 CF	M38401	140 cu ft.	\$242.55

INDUSTRIAL & SPECIALTY GASES**UNIT PRICE SHEET****INDUSTRIAL GASES-GROUP B**

<u>DESCRIPTION</u>		<u>PRODUCT OFFERED</u>		<u>UNIT PRICE</u>
		<u>INCLUDE CYL SIZE/PART#)</u>		
1.	Monthly Cylinder Rental for Industrial Gas Cylinder			\$4.41
2.	Delivery Charge for Industrial Gases			\$5.25
3.	Delivery Charge (Inside) for Industrial Gases			\$6.30
4.	Hazardous Material Charge for Gases Requiring MSDS			\$1.16
5.	Acetylene, 10 CF/AC MC (Unit price is per CF)	ACMC	10 cu ft.	\$6.26
6.	Acetylene, 40 CF/AC B (Unit price is per CF)	ACB	40 cu ft.	\$10.58
7.	Acetylene, WQ (approx. 75 CF) (Unit price is per CF)	ACWQ	60 cu ft.	\$13.89
8.	Acetylene, WS (approx. 132 CF) (Unit price is per CF) ACWS		130 cu ft.	\$24.08
9.	Acetylene, 325 CF/AC 5, (Unit price is per CF)	ACWTL	325 cu ft.	\$56.97
10.	Acetylene, 390 CF, size N/A, (Unit price is per CF)	ACWTL	390 cu ft.	\$68.37
11.	Oxygen, 20 CF/OX 20	OXYR	20 cu ft.	\$2.46
12.	Oxygen, 57 CF/OX 60	OXY60	60 cu ft.	\$2.65
13.	Oxygen, 95 CF/OX 80	OXYQ	83 cu ft.	\$2.78
14.	Oxygen, 125 CF	OXYS	154 cu ft.	\$3.59
15.	Oxygen, 154 CF/OX 150	OXYS	154 cu ft.	\$3.59
16.	Oxygen, 251 CF/OX 200	OXYK	249 cu ft.	\$5.26
17.	Nitrogen, 17 CF/NI 20	NITR	20 cu ft.	\$2.34
18.	Nitrogen, 80 CF	NITQ	83 cu ft.	\$2.78
19.	Nitrogen, 125 CF	NITS	142 cu ft.	\$3.57
20.	Nitrogen, 304 CF/NI 300	NITT	304 cu ft.	\$6.21
21.	Argon, 20 CF/AR 20	ARGR	20 cu ft.	\$3.82
22.	Argon, 92 CF/AR 80	ARGQ	83 cu ft.	\$6.39
23.	Argon, 336 CF/AR 300	ARGT	339 cu ft.	\$20.45
24.	C25 Argon, 43 CF/AR CD2540	C2545	45 cu ft.	\$7.09
25.	C25 Argon, 380 CF/AR CD25300	C25T	381 cu ft.	\$21.19
26.	C25S Argon, 143 CF/AR CD25125	C25S	158 cu ft.	\$10.42
27.	Propane, 6 LB/PR 6	P6	6 lb.	\$4.41
28.	Propane, 20 LB/PR 20	P20	20 lb.	\$6.77
29.	Propane, 30 LB/PR 30	P30	30 lb.	\$8.76
30.	Propane, 33.5 LB/PR 33.5	P8	33.5 lb.	\$11.03

31. Propane, 40 LB/PR 40

P40

40 lb.

\$14.19

INDUSTRIAL & SPECIALTY GASES

UNIT PRICE SHEET

INDUSTRIAL GASES-GROUP B

<u>DESCRIPTION</u>		<u>PRODUCT OFFERED</u> <u>INCLUDE CYL SIZE/PART#)</u>		<u>UNIT PRICE</u>
32.	Propane, 44 LB/PR 44	P10	44 lb.	\$14.19
33.	Propane, 60 LB/PR 60	P60	60 lb.	\$20.55
34.	Propane, 100 LB/PR 100	P100	100 lb.	\$33.60

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title:

Contract Number:

Vendor:

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (ie. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name:

Title:

Agency:

Telephone: _____ **Fax:**

E-mail:

Please submit this survey to Monroe County Purchasing.